

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
CASA ESPERANZA INC.

This Agreement (the "Agreement") is made as of the _____ day of July 1986, by and between the Boston Redevelopment Authority (the "Authority" and the "Licensor"), a public body, politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and Casa Esperanza, (a not for profit) corporation duly organized having a place of business at University of Mass, Downtown Center, Boston, Massachusetts 02125 (the "Redeveloper" and the "Licensee").

WITNESSETH

WHEREAS, the Authority adopted a resolution on June 26, 1986 designating the Licensee as the Redeveloper of a certain vacant building at 291 Eustis Street, located in Roxbury subject to the terms and conditions stated therein (a copy of the resolution is attached hereto as Exhibit "A" and made a part hereof);

WHEREAS, Section 4 of said resolution authorized the Authority to execute with the Redeveloper a license for the purpose of early entry onto the Property for survey, cleanout, and demolition work.

NOW, THEREFORE, in consideration of these presents and for other good and valuable consideration, it is hereby agreed as follows:

1. This Agreement shall commence from the date hereof and shall continue in force and effect until terminated either, by notice at any time with or without cause from the Licensor which shall state the date of termination and the Licensee shall vacate the Property by said date, or in the event of final designation of the Licensee as the Redeveloper of the Property, on the date an appropriate Land Disposition Agreement, Deed and related instruments are executed respectively and by the Authority, whichever occurs first. Notwithstanding such termination, the Licensee shall remain liable for all obligations theretofore accrued by it hereunder and the obligations of the Licensee under Paragraphs 3, 4, 5, 6, 7, and 9 shall survive the termination of the Agreement, but otherwise the Licensee's obligations shall not survive termination.
2. The Licensor shall make available the Properties in its then condition, "as is", it being agreed that, during the period of this Agreement, the Licensee shall have the opportunity to examine the same in all respects. The Licensor has made no representations or warranties of any kind with respect to such condition and it shall have no obligation to do any work on or with respect to the Property, or the respective condition thereof.

3. The Licensee agrees that all surveys and examinations undertaken by it, and all work done by it for or with respect to the Properties, or any part thereof shall be at its sole cost and expense without liability to the Licensors and in this regard the Licensors shall not be obligated to reimburse the Licensee, its employees, agents, contractors and/or sub-contractors for any funds expended, that the same shall be undertaken in compliance with all applicable laws and regulations, and that the Licensee shall have the responsibility to secure all required permits and approvals for such work.
4. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensors, its members, officers and employees from and against all actions, claims, costs, fees, expenses, liabilities and damages (including attorneys fees and costs of investigation and litigation) whatsoever which may be incurred or for which liability may be asserted as a result of any activities undertaken by or for the Licensee in its implementation of this Agreement or its work with respect to the Property. The Licensors shall give notice to the Licensee of any such actions, claims, costs, fees, expenses, liabilities or damages.
5.
 - a. Before entering the Property or commencing work the Licensee shall submit copies of its Workmen's Compensation, Manufacturers' and Contractors' Public Liability Insurance and Comprehensive Property Liability Insurance policies to the Licensors or other evidence of insurance. It shall similarly submit its contractors' and/or sub-contractors' policies of similar insurance before each commences work. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and shall be kept in force until the Licensee's work is completed to the satisfaction of the Licensors. Contracts of insurance (covering all operations under this Agreement) which expire before the Licensee's work is completed to the satisfaction of the Licensors shall be renewed. Failure to maintain the insurance coverage required hereunder shall be a breach of this Agreement and the Licensors shall have the right in addition to any other remedy to terminate this Agreement. For purposes of this Paragraph and Paragraphs 6(c) and (d) below, the term "evidence of insurance" shall mean certificates of insurance where the Licensors is named as the certificate holder.
 - b. The Licensee shall carry or require that there be carried Workmen's Compensation Insurance for all its employees and those of its contractors and/or sub-contractors engaged in work at the Property, in accordance with State Workmen's Compensation Laws ("Chapter 152 of the Massachusetts General Laws"). The Licensee shall give written or printed notice to all persons under contract of hire with it and to every person with whom it is about to enter into a contract of hire, that it has provided for payment to injured employees by insuring as provided under Chapter 152 of the Massachusetts General Laws. The foregoing shall also apply to contractors and sub-contractors. The form of notice to be posted is prescribed by the Department of Industrial Accidents of the Commonwealth of Massachusetts.

- c. The Licensee shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of Five Hundred Thousand (\$500,000) Dollars for injury or death to one person and One Million (\$1,000,000) Dollars for injury or death to more than one person in a single accident, to protect the Licensee and its contractors or sub-contractors against claims due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment, hoists, motor vehicles on the Property or hauling materials or debris from the same. The Licensors shall be named as an co-insured on such policy, and in the evidence of insurance.
 - d. The Licensee shall carry, during the life of this Agreement, Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand (\$500,000) Dollars for all damages arising out of injury to or destruction of the Property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than One Million (\$1,000,000) Dollars for all damages arising out of injury to or destruction of the Property. The Licensors shall be named as an co-insured on such policy, and in the evidence of insurance.
 - e. The Licensee shall provide the Licensors an insurance policy written in the name of the Licensors, its members, officers and employees for any liability which might be incurred against them as a result of any operations of the Licensee or its contractors or sub-contractors. Such insurance shall provide for a limit of not less than \$500,000 for all damages arising from bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death to two or more persons in any one accident; and not less than \$500,000 for all damages arising out of injury to or destruction of property in any one accident; and subject to that limit per accident, a total (or aggregate) limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property.
6. The Licensee agrees that upon termination of this Agreement, in accordance with Paragraph 1 hereof, other than for final designation, it shall vacate the Property and remove all rubbish, debris and non-indigenous material which was placed thereon by said Licensee or its contractors, and or sub-contractors during the period hereof, and shall restore or remedy any damage to the Property resulting from its tests, surveys, or examinations thereof.
7. The Licensee shall not discriminate in its hiring practices nor will it allow any of its employees, agents, contractors and or sub-contractors to discriminate upon the basis of race, color, sex, religion or national origin in regard to its activities and work required hereunder.
8. a. Time is of the essence in the performance of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually fulfill the conditions applicable to each of them.

- b. The waiver by the Licensor or any breach of any term or condition herein contained shall not be deemed to be a waiver or any subsequent breach of the same or any other term or condition herein contained.
- c. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- d. No member, officer or employee of the Licensor shall be personally liable to the Licensee in the event of any default or breach by the Licensor or for any amount which may become due to the Licensee or on any obligation under the terms of this Agreement.
- e. Whenever under this Agreement, notices, approvals, submittals, satisfactions, requests or waivers are required or permitted the same shall be effective and valid only when given in writing signed by a duly authorized officer or person of the respective parties.

Any notice, approval, submittal, satisfaction, request or waiver required or desired to be given pursuant to this Agreement, shall be in writing and shall be personally served or, in lieu of personal service, by depositing same in the United States mail, postage prepaid, certified or registered mail. If addressed to the Licensor, its address is:

Stephen F. Coyle, Director
Boston Redevelopment Authority
One City Hall Square / 9th Floor
City Hall
Boston, Massachusetts 02110

and if addressed to the Licensee, its address is:

Casa Esperanza
c/o Division of Continuing Education
University of Mass.
Downtown Center
Boston, MA 02125

Either party may change its respective address by giving written notice to the other in accordance with the provisions hereof.

- f. Nothing herein shall constitute the relation between the parties hereto to be other than an independent one, it being their intent that this Agreement shall not constitute a partnership or a joint venture.

- g. In its discretion, the Licensor may waive, amend or alter any conditions herein contained to be performed by the Licensee for its benefit with the consent of the Licensee.
- h. The Licensee may not assign any of its rights or obligations hereunder without the prior approval of the Licensor, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered as of the date first above written.

Approved As To Form:

Boston Redevelopment Authority

Chief General Counsel
Boston Redevelopment Authority

Stephen Coyle, Director

Casa Esperanza

Ricardo _____, Director

MEMORANDUM

JULY 17, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO MILLETT, ASSISTANT DIRECTOR FOR COMMUNITY
DEVELOPMENT,
PETER DREIER, ASSISTANT DIRECTOR FOR HOUSING,
ROBERT MCGILVRAY, CHIEF OF REHABILITATION, AND
CHARLEEN REGAN, SENIOR RESIDENTIAL PLANNER

RE: AUTHORIZATION TO EXECUTE A LICENSE AGREEMENT WITH
CASA ESPERANZA FOR EARLY ENTRY FOR CLEAN-OUT,
DEMOLITION AND ARCHITECTURAL SURVEY WORK.

On June 26, 1986, the Authority designated Casa Esperanza to redevelop the Infill structure at 291 Eustis and the vacant lot at 279 Eustis into a Hispanic recovery home for alcoholics.

Casa Esperanza now requests permission to enter the building at 291 Eustis Street to clean it out, remove debris and do architectural survey work. Approval of this action will facilitate the planning and design of the rehabilitated housing.

The License Agreement requires the licensee to assume all expenses for the work and to comply with applicable codes and ordinances. Further the licensee must obtain prior to entry liability insurance naming the Authority as co-insured.

It is, therefore, recommended that the Authority authorize the Director to enter into a License Agreement with Casa Esperanza substantially in the form as attached.

An appropriate vote follows:

VOTED: That the Director, be and hereby, is authorized to execute and deliver a License Agreement for early entry to the Infill structure at 291 Eustis Street to Casa Esperanza to clean out the buildings.



HAMPDEN

LOCATION PLAN

SCALE 1:1200

- ★ Home owner/abutter Supporters
- Residents Supporters

